

THE MASTERS HOMEOWNERS ASSOCIATION  
SPRINGFIELD PLACE

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS and RESTRICTIONS

SUMMARY

Legal Description

Article I - Definitions & Common Area Legal Description

Article II - Property Rights -- Includes:  
Parking Rights (not permitted in Visitor spaces or on Irving Lane)

Article III - Membership & Voting Rights

9 7 0 7 7 4 3 1

Article IV - Maintenance Assessments:

Due by 20th of each month  
Late charge of \$10.00 after 20th  
May be mailed or put in payment box at complex  
Interest is charged on amounts past due

ADA RECORDER  
J. DAVID NAVARRO  
BOISE ID

Article V - Exterior Maintenance - Includes:

Roofs  
Exterior painting  
Common Area --- mowing, watering, pruning  
Fence maintenance

*Masters HOA*  
'97 SEP 22 AM 8 12  
FEE 90.00 DEL *[Signature]*  
RECORDED AT THE REQUEST OF

Article VI - Architectural Control

Article VII - General Provisions : Enforcement, Severability & Amendment

Article VIII - Party Walls

Article IX - Deed Clause

Article X - Annexation

Article XI - Pets

Article XII - Miscellaneous:

Placement of Advertising Signs  
Car repairs - in garages only  
Driveways and Walkways - Oil spots, chalk marks, etc.  
Garbage Cans

Dated: 9/22, 1997

23 11 21  
07. 1

ARTICLES OF INCORPORATION  
OF  
THE MASTERS ASSOCIATION LTD.

In compliance with the requirements of The Idaho Business Corporations Act (hereinafter referred to as the "Act"), the undersigned, all of whom are residents of the State of Idaho and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is The Masters Association, <sup>LTD.</sup> hereafter called the "Association".

ARTICLE II

The principal offices of the Association is located at 5223 Overland Road, Boise, Idaho.

ARTICLE III

Nile G. Latta, whose address is 5223 Overland Road, Boise, Idaho, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residences Lots and Common Area within that certain tract of property described as:

LEGAL DESCRIPTION

Parts of the SW 1/4, NE 1/4, NW 1/4 and the NW 1/4, SE 1/4, NW 1/4 of Section 7, T3N, R2E, B.M., Ada County, Idaho. Being more particularly described as follows:

Beginning at a Brass Cap, the NW corner of Section 7, T3N, R2E, B.M., Ada County, Idaho; thence S 88° 45' 32" E 2124.01 feet along the section line to the sixty-fourth corner; thence S 0° 19' 40" W 1333.75 feet along the sixty-fourth line to the sixty-fourth corner; thence continuing S 0°

← (legal)

19' 40" W 158.95 feet along the sixty-fourth line to a point; thence N 09° 03' 43" W 25.00 feet to a point on the west side of Allumbaugh Street and the real point of beginning; thence continuing N 09° 03' 43" W 655.97 feet along an existing fence line, said fence line being accepted as the property through an agreement of the adjacent land owners, to a point on the sixteenth line; thence N 0° 44' 45" E 162.97 feet to the sixteenth corner; thence continuing N 0° 44' 45" E 133.32 feet along the sixteenth line to a point; thence S 80° 43' 35" E 653.06 feet to a point on the west side of Allumbaugh Street; thence S 0° 19' 40" W 292.48 feet along the west side of Allumbaugh Street to the real point of beginning.

Said parcel containing 4.43 Acres, more or less.

Including any existing easements or rights of way.

4.43 Acres

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Ada County Recorders and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two classes of voting membership;

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member (s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following event.

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(b) fifteen (15) months following the completion of construction of any one dwelling unit.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Hila G. Latta	5223 Overland Road, Boise, Idaho 83705
Pat G. Thomson	5223 Overland Road, Boise, Idaho 83705
Christy A. Hargetts	5223 Overland Road, Boise, Idaho 83705

At the first meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, we, the undersigned, constituting the incorporators of this 3RD day of MARCH, 1980.

[Signature]  
[Signature]  
Christy A. Margets

STATE OF IDAHO )  
                  ;  
County of Ada    )

On this 3RD day of MARCH, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared PAT G. THOMSON, NILE G. LATTA and CHRISTY A. MARGETS, for and on behalf of the instrument herein, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year first above written.

Patricia L. Fuld  
Notary Public for Idaho  
Residence: Boise, Idaho

# State of Idaho

## Department of State

### CERTIFICATE OF INCORPORATION OF

THE MASTERS ASSOCIATION LTD.

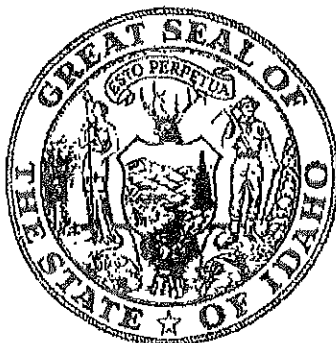
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of \_\_\_\_\_

THE MASTERS ASSOCIATION LTD.

duly signed pursuant to the provisions of the Idaho Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated June 2, 19 80.



*Pete T. Cenarrusa*

SECRETARY OF STATE

\_\_\_\_\_  
Corporation Clerk

## OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by City Corporation-  
an Idaho Partnership  
United Service Financial Corporation, herein after referred to as  
 "Declarant".

## WITNESSETH:

WHEREAS, Declarant is the owner of certain property in \_\_\_\_\_  
Boise, County of Ada,  
 State of Idaho, which is more particularly described as:

## LEGAL DESCRIPTION

Parts of the SW 1/4, NE 1/4, NW 1/4 and the NW 1/4, SE 1/4, NW 1/4 of  
 Section 7, T3N, R2E, B.M., Ada County, Idaho. Being more particularly  
 described as follows:

Beginning at a Brass Cap, the NW corner of Section 7, T3N, R2E, B.M.,  
 Ada County, Idaho; thence S 88° 45' 32" E 2124.01 feet along the section  
 line to the sixty-fourth corner; thence S 0° 19' 40" W 1333.75 feet along  
 the sixty-fourth line to the sixty-fourth corner; thence continuing S 0°  
 19' 40" W 158.95 feet along the sixty-fourth line to a point; thence N 89°  
 03' 43" W 25.00 feet to a point on the west side of Allumbaugh Street and the  
 real point of beginning; thence continuing N 89° 03' 43" W 655.97 feet  
 along an existing fence line, said fence line being accepted as the property  
 through an agreement of the adjacent land owners, to a point on the sixteenth  
 line; thence N 0° 44' 45" E 162.97 feet to the sixteenth corner; thence  
 continuing N 0° 44' 45" E 133.32 feet along the sixteenth line to a point;  
 thence S 88° 43' 35" E 653.86 feet to a point on the west side of Allumbaugh  
 Street; thence S 0° 19' 40" W 292.48 feet along the west side of Allumbaugh  
 Street to the real point of beginning.

Said parcel containing 4.43 Acres, more or less.

Including any existing easements or rights of way.

NOW THEREFORE, Declarant hereby declares that all of the properties described  
 above shall be held, sold and conveyed subject to the following easements,  
 restrictions, covenants, and conditions, which are for the purpose of protecting  
 the value and desirability of, and which shall run with, the real property and be  
 binding on all parties having any right title or interest in the described

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE IX

#### DEED CLAUSE

The fee title to any lot described as bounded by any street, lane, walk-way, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any lot shown on the recorded plat of The Masters as

properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Masters

Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

COMMON AREA DESCRIPTION

The common area of The Masters shall include all of the area included in the description of The Masters, except the owners lots described as follows:

LOTS 25, 26, 27, 28

COMMENCING at the S.W. Corner of The Masters; Thence N 0° 44' 45" E, 148.14'; Thence S 89° 03' 43" E, 20.48'; Thence N 0° 56' 17" E, 40.00' to the TRUE POINT OF BEGINNING; Thence continuing N 0° 56' 17" E, 102.00'; Thence S 89° 03' 43" E, 16.00'; Thence N 0° 56' 17" E, 4.50'; Thence S 89° 03' 43" E, 36.00'; Thence S 0° 56' 17" W, 4.50'; Thence S 89° 03' 43" E, 16.00'; Thence S 0° 56' 17" W, 102.00' to the S.E. Corner of these lots; Thence N 89° 03' 43" W, 68.00' to the TRUE POINT OF BEGINNING.

LOTS 17, 18, 19, 20, 21, 22, 23, 24

COMMENCING at the S.E. Corner of lots 25 to 28; Thence S 0° 56' 17" E, 13.50'; Thence S 89° 03' 43" E, 37.00' to the TRUE POINT OF BEGINNING; Thence N 5° 56' 17" E, 110.00'; Thence S 84° 03' 43" E, 16.00'; Thence S 5° 56' 17" W, 8.00'; Thence S 84° 03' 43" E, 32.00'; Thence N 5° 56' 17" E, 8.00'; Thence S 84° 03' 43" E, 36.00'; Thence S 5° 56' 17" W, 8.00'; Thence S 84° 03' 43" E, 32.00'; Thence N 5° 56' 17" E, 8.00'; Thence S 84° 03' 43" E, 16.00'; Thence S 5° 56' 17" W, 110.00' to the S.E. Corner of these lots; Thence N 84° 03' 43" W, 132.00' to the TRUE POINT OF BEGINNING.

LOTS 9, 10, 11, 12, 13, 14, 15, 16

COMMENCING at the S.E. Corner of lots 17 to 24; Thence S 89° 03' 43" E, 37.00' to the TRUE POINT OF BEGINNING; Thence N 0° 56' 17" E, 110.00'; Thence S 89° 03' 43" E, 16.00'; Thence S 0° 56' 17" W, 8.00'; Thence S 89° 03' 43" E, 32.00'; Thence N 0° 56' 17" E, 8.00'; Thence S 89° 03' 43" E, 36.00'; Thence S 0° 56' 17" W, 8.00'; Thence S 89° 03' 43" E, 32.00'; Thence N 0° 56' 17" E, 8.00'; Thence S 89° 03' 43" E, 16.00'; Thence S 0° 56' 17" W, 110.00' to the S.E. Corner of these lots; Thence N 89° 03' 43" W, 132.00' to the TRUE POINT OF BEGINNING.

LOTS 1, 2, 3, 4, 5, 6, 7, 8

COMMENCING at the S.E. Corner of lots 9 to 16; Thence S 89° 03' 43" E, 37.00' to the TRUE POINT OF BEGINNING; Thence N 4° 03' 43" W, 110.00'; Thence N 85° 56' 17" E, 32.00'; Thence S 4° 03' 43" E, 8.00'; Thence N 85° 56' 17" E, 32.00'; Thence N 4° 03' 43" W, 8.00'; Thence N 85° 56' 17" E, 36.00'; Thence S 4° 03' 43" E, 8.00'; Thence N 85° 56' 17" E, 32.00'; Thence N 4° 03' 43" W, 8.00'; Thence N 85° 56' 17" E, 16.00'; Thence S 4° 03' 43" E, 110.00'; Thence S 85° 56' 17" W, 132.00' to the TRUE POINT OF BEGINNING.

LOTS 29, 30, 31, 32

COMMENCING at the S.W. Corner of The Masters; Thence N 0° 44' 45" E, 148.14'; Thence S 89° 03' 43" E, 20.48'; Thence S 0° 56' 17" W, 40.00' to the TRUE POINT OF BEGINNING; Thence S 89° 03' 43" E, 68.00' to the N.E. Corner of these lots; Thence S 0° 56' 17" W, 102.00'; Thence N 89° 03' 43" W, 16.00'; Thence S 0° 56' 17" W, 4.50'; Thence N 89° 03' 43" W, 36.00'; Thence N 0° 56' 17" E, 4.50'; Thence N 89° 03' 43" W, 16.00'; Thence N 0° 56' 17" E, 102.00' to the TRUE POINT OF BEGINNING.

LOTS 33, 34, 35, 36, 37, 38, 39, 40

COMMENCING at the N.E. Corner of lots 29 to 32; Thence N 0° 56' 17" E, 13.50'; Thence S 89° 03' 43" E, 37.00' to the TRUE POINT OF BEGINNING; Thence N 85° 56' 17" E, 132.00' to the N.E. Corner of these lots; Thence S 4° 03' 43" E, 110.00'; Thence S 85° 56' 17" W, 16.00'; Thence N 4° 03' 43" W, 8.00'; Thence S 85° 56' 17" W, 32.00'; Thence S 4° 03' 43" E, 8.00'; Thence S 85° 56' 17" W, 36.00'; Thence N 4° 03' 43" W, 8.00'; Thence S 85° 56' 17" W, 32.00'; Thence S 4° 03' 43" E, 8.00'; Thence S 85° 56' 17" W, 16.00'; Thence N 4° 03' 43" W, 110.00' to the TRUE POINT OF BEGINNING.

LOTS 41, 42, 43, 44, 45, 46, 47, 48

COMMENCING at the N.E. Corner of lots 33 to 40; Thence S 89° 03' 43" E, 37.00' to the TRUE POINT OF BEGINNING; Thence continuing S 89° 03' 43" E, 132.00' to the N.E. Corner of these lots; Thence S 0° 56' 17" W, 110.00'; Thence N 89° 03' 43" W, 16.00'; Thence N 0° 56' 17" E, 8.00'; Thence N 89° 03' 43" W, 32.00'; Thence S 0° 56' 17" W, 8.00'; Thence N 89° 03' 43" W, 36.00'; Thence N 0° 56' 17" E, 8.00'; Thence N 89° 03' 43" W, 32.00'; Thence S 0° 56' 17" W, 8.00'; Thence N 89° 03' 43" W, 16.00'; Thence N 0° 56' 17" E, 110.00' to the TRUE POINT OF BEGINNING.

LOTS 49, 50, 51, 52, 53, 54, 55, 56

COMMENCING at the N.E. Corner of lots 41 to 48; Thence S 89° 03' 43" E, 37.00' to the TRUE POINT OF BEGINNING; Thence S 84° 03' 43" E, 132.00'; Thence S 5° 56' 17" W, 110.00'; Thence N 84° 03' 43" W, 16.00'; Thence N 5° 56' 17" E, 8.00'; Thence N 84° 03' 43" W, 32.00'; Thence S 5° 56' 17" W, 8.00'; Thence N 84° 03' 43" W, 36.00'; Thence N 5° 56' 17" E, 8.00'; Thence N 84° 03' 43" W, 32.00'; Thence S 5° 56' 17" W, 8.00'; Thence N 84° 03' 43" W, 16.00'; Thence N 5° 56' 17" E, 110.00' to the TRUE POINT OF BEGINNING.

The Common Area to be owned by the Association at the time of the conveyance of the first lot is further described as follows: Lot 57 and Lot 58, block 1, of the Masters subdivision, as recorded in the Ada County Recorder's Office in Book \_\_\_\_\_, Page \_\_\_\_\_.

Section 5. "Lot" shall mean and refer to any plot of land shown upon recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to City Corporation-United Service Financial Corporation, <sup>an Idaho Partnership</sup> its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for an infraction of its published rules and regulations;

(c) the owners of Lots 26, 27, 30, 31 shall allow use of the back 3' of their lots by other homeowners using the walk-way which lies within the 10' wide utility easement on the North and South boundaries of The Masters Subdivision;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

(e) the right of individual owners to the exclusive use of parking spaces as provided in the article.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than 2 automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said

parking area. The Association shall permanently assign 2 vehicle parking spaces for each dwelling.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect on any Lot.

Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following event.

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) fifteen (15) months following the completion of construction of any one dwelling unit.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal

obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWO HUNDRED FORTY EIGHT DOLLARS AND 76/100-dollars (\$248.76) per Lot.

(a) From after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for the purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking

Charging increase in dues



any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows; paint, repair, ~~replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.~~ Such exterior maintenance shall not include glass surfaces. The Association shall be responsible for the maintenance of the storm drain facilities.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to

approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VII

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

#### ARTICLE VIII

##### PARTY WALLS

abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to The Masters Association for the common enjoyment of all the residents in The Masters.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3RD day of MARCH, 1980.

City Corporation-United Service Financial Corporation  
Declarant on Idaho Partnership

By: [Signature]  
Nile G. Latta  
City Corporation, Managing General Partner

ATTEST: [Signature]  
Pat G. Thomson  
Assistant Secretary

STATE OF IDAHO )  
County of Ada )

On this 3RD day of MARCH, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Nile G. Latta and Pat G. Thomson known to me to be the President and Assistant Secretary, respectively, of City Corporation, Managing General Partner and upon oath, did depose that they are the officers of said Corporation as above designated, that the signatures to said instrument were made by the officers of said Corporation as indicated after said signatures, and the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year first above written.

[Signature]  
Notary Public for Idaho  
Residence: Boise, Idaho



STATE OF IDAHO, COUNTY OF ADA, ss  
Filed for record at the request of City Corporation  
CO Min. past of clock 11 this 07 day of May 1980  
By [Signature] Deputy  
[Signature]

1217000158

Ada County, Idaho ss  
Recorder of *Mallea +*  
*Scrivener*  
TIME *4:47 P.*  
DATE *6-5-90*

9029737

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

*R. J. York*  
*6/90*

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on this 27 day of October, 1989, is as follows:

WHEREAS, the undersigned constitute not less than ninety percent (90%) of the lot owners of the Association; and

WHEREAS, the undersigned desire to amend the Declaration of Covenants, Conditions and Restrictions filed with respect to the Masters Association on May 20, 1980, under Instrument Nos. 5090590-5090600, Records of Ada County;

NOW THEREFORE, the undersigned lot owners hereby amend the Declaration of Covenants, Conditions and Restrictions in the following particulars:

1. Article I, Section 2. is hereby amended to read as follows:

Section 2. "Owner".

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2. Article I, Section 5. is hereby amended to read as follows:

Section 5. "Lot".

"Lot" shall mean and refer to any undeveloped plot of land shown upon the recorded subdivision map of the Properties with the exception of the Common Area.  
"Unit" shall mean and refer to a lot which has been

abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to The Masters Association for the common enjoyment of all the residents in The Masters.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3RD day of MARCH, 1980.

City Corporation-United Service Financial Corporation  
Declarant an Idaho Partnership

By: [Signature]  
Nile G. Latta  
City Corporation, Managing General Partner

ATTEST: [Signature]  
Pat G. Thomson  
Assistant Secretary

STATE OF IDAHO )  
County of Ada )

On this 3RD day of MARCH, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Nile G. Latta and Pat G. Thomson known to me to be the President and Assistant Secretary, respectively, of City Corporation, Managing General Partner and upon oath, did depose that they are the officers of said Corporation as above designated, that the signatures to said instrument were made by the officers of said Corporation as indicated after said signatures, and the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year first above written.

[Signature]  
Notary Public for Idaho  
Residence: Boise, Idaho



STATE OF IDAHO, COUNTY OF ADA, ss.  
Filed for record at the residence of City Corporation  
at 2 o'clock P.M. this 30th day of May, 1980  
[Signature]  
Notary Public, Recording  
[Signature]

improved by construction of a dwelling thereon.

3. Article II, Section 1(b). is hereby amended to read as follows:

Section 1(b). Voting Rights.

The right of the Association to suspend the voting rights and right to use of the common area and recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 90 days for an infraction of its published rules and regulations.

4. Article II, Section 3. is hereby amended to read as follows:

Section 3. Parking Rights.

Ownership of each lot shall entitle the owner or owners thereof to the use of not more than one automobile parking space, which shall be located immediately in front of the existing garage door of the dwelling unit constructed on each lot, together with the right of ingress and egress in and upon said parking area. Temporary (24 hours or less) parking of recreational vehicles, boats, campers, or other vehicles, will be allowed so long as such units are parked directly in front of the garage door of each unit or some other location designated by the Association. Permanent parking of recreational vehicles, boats, campers, and similar vehicles shall be prohibited within the Masters Subdivision.

5. Article III, Section 2. is hereby amended to read as follows:

Section 2. Voting Membership.

Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any one lot, the vote for such lot shall be exercised as the owners may determine, but in no event shall more than one vote be cast with respect to any lot.

6. Article IV Covenant for Maintenance Assessments is hereby amended in its entirety to read as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late charges, interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and late charges reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Annual dues will be billed to the owners on a monthly basis, and are due and payable within 20 days of receipt by the owners.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area and of the homes situated upon the properties.

Section 3. Regular Annual Assessment. The regular annual assessment for calendar year 1990 upon each lot and unit is as follows:

16 foot wide unit	\$540.00
18 foot wide unit	\$600.00
20 foot wide unit	\$660.00
undeveloped lot	\$ 48.00

From and after January 1, 1990, and each year there after, the Board of Directors of the Association may increase the regular annual assessment by an amount not to exceed ten percent (10%) of the prior year's assessment. From and after January 1, 1990, and each year thereafter, the regular annual assessment may be increased more than ten percent (10%) above the prior year's assessment only upon a vote of two-thirds

(2/3) of the owners voting in person or by proxy at a meeting duly called for such purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of owners who are voting in person or by proxy at a meeting duly called for such purpose. Any such special assessment shall be levied in the same proportion as the regular annual assessments depending upon unit size.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting of owners called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within twenty (20) days after the due date shall be charged a late fee of \$10.00 and shall bear interest from the due date at the rate of 12 percent per annum or any other rate which may thereafter be established by the Board of Directors. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Survival of Lien. The lien of the assessments provided for herein shall survive sale, transfer, or exchange of property subject to the lien. The lien of the assessments provided for herein shall be superior to and prior to the lien of any mortgage, or deed of trust which may be recorded after the recording of the lien for unpaid assessments.

7. Article V, Exterior Maintenance is hereby amended in its entirety to read as follows:

In addition to maintenance of the common area, the Association shall provide exterior maintenance upon each lot subject to assessment hereunder, as follows: paint, repair and replacement of exterior building surfaces and common area fencing; repair and replacement of roof shingles, rain gutters, and downspouts; maintenance of chimneys; care and maintenance of shrubs, grass, trees, and common lane. Such exterior maintenance shall not include glass surfaces, exterior doors, or situations arising out of or relating to architectural or design or construction flaws. In the event that the need for maintenance or the repair of a lot or the improvement thereon is caused through the willful or negligent act of the owner, or through the willful or negligent acts of the family, guests, or invitees of the owner of the lot needing such maintenance or repair, the costs of such exterior maintenance shall be the sole responsibility of such lot owner. The Board shall have the power to require any owner to complete exterior maintenance and repairs, including repairs and improvement relating to fencing, and fire

protection, for the safety of persons and property and in order to preserve the value, condition, and appearance of the property.

8. Article VI, Architectural Control shall be amended in its entirety to read as follows:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration including painting therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

9. Article VIII, Section 5 shall be deleted in its entirety and a new Section 5 adopted to read as follows:

Section 5. Pets. Owners shall be permitted to keep domesticated dogs, cats or other household pets which do not unreasonably bother or constitute a nuisance to others. Each dog on the premises shall be kept on a leash, curbed and otherwise controlled at all times when off the property of it's owner. The owner of any animal/pet may be held responsible for any damage caused by said animal/pet to common areas or the property of others. All pet owners are responsible for cleaning up daily after their pet.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this 25<sup>th</sup> day of May, ~~1990~~ <sup>1990</sup>.

Declarant, City Corporation-  
United Service Financial  
Corporation

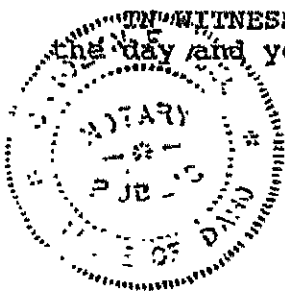
R. Saei  
By: AS Current owner  
City Corporation, Managing  
General Partner

ATTEST: \_\_\_\_\_  
Assistant Secretary

State of Idaho )  
County of Ada ) ss

On this 12<sup>th</sup> day of March, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Saei and \_\_\_\_\_ known to me the Current Owner and \_\_\_\_\_ respectively, of City Corporation, Managing General Partner and upon oath, did depose that they are the officers of said Corporation as above designated, that the signatures to said instrument were made by the officers of said Corporation as indicated after said signatures, and the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year first above written.



[Signature]  
Notary Public for Idaho  
Residence: Boise, Idaho

Kathy R. Martin  
6812 Irving

STATE OF IDAHO )  
County of Ada ) ss.

Kathy R. Martin

On this 16<sup>th</sup> day of April, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared JANICE LOVE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first hereinabove written.

9110544

ADA COUNTY, ID. FOR BOB SALI  
J. DAVIS HAYES  
RECORDER BY *R Wade*  
75<sup>00</sup>

'91 MAR 1 PM 1 25

AMENDMENT TO DECLARATION OF COVENANTS, 1281000597  
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on this 8 day of February, 1991, is as follows:

WHEREAS, the undersigned constitute not less than ninety percent (90%) of the lot owners of the Association; and

WHEREAS, the undersigned desire to amend the Declaration of Covenants, Conditions and Restrictions filed with respect to the Masters Association on May 20, 1980, under Instrument Nos. 5090590-5090600, Records of Ada County;

NOW THEREFORE, the undersigned lot owners hereby amend the Declaration of Covenants, Conditions and Restrictions in the following particulars:

1. Legal Description. is hereby amended to read as follows:

Revised Masters Subdivision Boundary  
(Excluding Springfield Place Townhomes)  
February 1, 1991

A portion of the E1/2 of the NW1/4 of Section 7, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, being more particularly described as follows:

Beginning at a brass cap marking the NW corner of said Section 7; thence S88°45'32"E, 2,124.01 feet along the section line to the sixty-fourth corner; thence S00°19'40"W, 1,333.75 feet along the sixty-fourth line to the sixty-fourth corner; thence continuing S00°19'40"W, 158.95 feet along the sixty-fourth line to a point; thence N9°03'43"W, 25.00 feet to a point on the west side of Allumbaugh Street and the real point of beginning;

Thence continuing N89°03'43"W, 467.09 feet along an existing fence line, said fence line being accepted as the property through an agreement of the adjacent land owners to a point;

Thence N04°03'43"W, 124.93 feet to a point;

Thence N26°43'26"W, 56.06 feet to a point;

Thence N05°56'17"E, 121.68 feet to a point;

Thence S88°43'35"E, 490.29 feet to a point on the west side of Allumbaugh Street;

Thence S00°19'40"W, 292.48 feet along the west side of Allumbaugh Street to the real point of beginning.

2. Article I, "Common Area Description", is hereby amended to read as follows:

The common area of The Masters shall include all of the area included in the description of The Masters, except the owners lots described as follows:

Lots 25, 26, 27, 28.

Is hereby deleted and is replatted in the Springfield Place Townhomes.

Lots 17, 18, 19, 20, 21, 22, 23, 24.

Amended by Lot Line Adjustments (February 1, 1991)

Beginning at the northeast corner of Lot 17, Block 1 of the Masters Subdivision as shown on the official plat thereof on file in the office of the Ada County Recorder, which corner lies 21.89 feet southerly of the northerly boundary of said Masters Subdivision and which corner is the TRUE POINT OF BEGINNING: thence S84°03'43"E, 14.00 feet; thence S05°56'17"W, 110.00 feet; thence N84°03'43"W, 140.00 feet; thence N05°56'17"E, 110.00 feet; thence S84°03'43"E, 10.00 feet; thence S05°56'17"W, 8.00 feet; thence S84°03'43"E, 32.00 feet; thence N05°56'17"E, 8.00 feet; thence S84°03'43"E, 36.00 feet; thence S05°56'17"W, 8.00 feet; thence S84°03'43"E, 32.00 feet; thence N05°56'17"E, 8.00 feet; thence S84°03'43"E, 16.00 feet to the TRUE POINT OF BEGINNING.

Lots 9, 10, 11, 12, 13, 14, 15, 16.

Remain the same as the original declaration.

Lots 1, 2, 3, 4, 5, 6, 7, 8.

Remain the same as the original declaration.

Lots 29, 30, 31, 32.

Is hereby deleted and is replatted in the Springfield Place Townhomes.

Lots 33, 34, 35, 36, 37, 38, 39, 40.

Amended by Lot Line Adjustments (February 1, 1991)

Beginning at the southeast corner of Lot 40, Block 1 of the Masters Subdivision as shown on the official plat thereof on file in the office of the Ada County Recorder, which corner lies 23.56 feet northerly of the southerly boundary of said Masters Subdivision; thence N04°03'43"W, 10.00 feet to the TRUE POINT OF BEGINNING; thence S85°56'17"W, 100.00 feet; thence N04°03'43"W, 100.00 feet; thence N85°56'17"E, 120.00 feet; thence S04°03'43"E, 100.00 feet; thence S85°56'17"W, 20.00 feet to the TRUE POINT OF BEGINNING.

Lots 41, 42, 43, 44, 45, 46, 47, 48.

Remain the same as the original declaration.

Lots 49, 50, 51, 52, 53, 54, 55, 56.

Remain the same as the original declaration.

3. Amended Article IV, Section 8 shall be deleted in its entirety and a new Section 8 adopted to read as follows:

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4. Article VII, General Provisions, Section 5, Dissolution, is adopted and reads as follows:

The homeowners association shall not be dissolved without the express consent of the City of Boise.

5. Article X, Annexation of Springfield Place Townhomes, is adopted and reads as follows:

Springfield Place Townhomes (a replatted portion of the

Masters Subdivision and a portion of the NW 1/4 of Section 7, T.3N., R.2E, Boise Meridian, Boise City, Ada County Idaho - Lots 1 - 25, Block 1), is hereby annexed into the Masters Association. The recorded original and amended covenants and homeowner's association by-laws of the Masters Association apply to the Springfield Place Townhomes.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this 22 day of February, 1991.

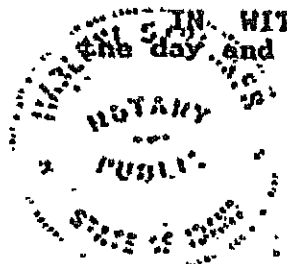
Declarant, City Corporation-  
United Service Financial  
Corporation

R. Sali  
By: Ron Sali, as current owner  
President, Ron Sali Properties, Inc.

ATTEST: Marlene Strecker  
Secretary

State of Idaho )  
                  ) ss  
County of Ada )

On this 25 day of February, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Ron Sali known to me as the current owner and President of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and seal, this day and year first above written.

Marlene Strecker  
Notary Public for Idaho  
Residence: Boise, Idaho  
Commission expires: May 29, 1994

THE MASTERS HOMEOWNERS ASSOCIATION

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS and RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S), made on this 22<sup>nd</sup> day of September, 1997, is as follows:

WHEREAS, the undersigned constitute not less than ninety percent (90%) of the owners of the Association; and

WHEREAS, the undersigned desire to amend the Declaration of CC&R'S filed with respect to the Masters Association on May 20, 1980, under Instrument No. 8024089, Records of Ada County;

NOW THEREFORE, the undersigned lot owners hereby amend the Declaration of CC&R'S in the following particulars:

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Boise, County of Ada, State of Idaho, which is more particularly described as:

LEGAL DESCRIPTION

A portion of the E 1/2 of the NW 1/4 of Section 7, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, being more particularly described as follows:

Beginning at a brass cap marking the NW corner of said Section 7; thence S 88° 45' 32" E, 2,124.01 feet along the section line to the sixty fourth corner; thence S 00° 19' 40" W, 1,333.75 feet along the sixty-fourth line to the sixty-fourth corner; thence continuing S 00° 19' 40" W, 158.95 feet along the sixty-fourth line to a point; thence N 9° 03' 43" W, 25.00 feet to a point on the west side of Allumbaugh Street and the real point of beginning;

Thence continuing N 89° 03' 43" W, 467.09 feet along an existing fence line, said fence line being accepted as the property through an agreement of the adjacent land owners to a point;

Thence N 04° 03' 43" W, 124.93 feet to a point;

Thence N 26° 43' 26" W, 56.06 feet to a point;

Thence N 05° 56' 17" E, 121.68 feet to a point;

Thence S 88° 43' 35" E, 490.29 feet to a point on the west side of Allumbaugh Street;

Thence S 00° 19' 40" W, 292.48 feet along the west side of Allumbaugh Street to the real point of beginning.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to The Masters Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation

Section 3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

#### COMMON AREA DESCRIPTION

The Common Area of The Masters shall include all of the area included in the description of The Masters, except the owners lots described as follows:

Lots 25, 26, 27, 28.

*Deleted and replatted in the Springfield Place Townhomes.*

Lots 17, 18, 19, 20, 21, 22, 23, 24.

*Amended by Lot Line Adjustments (February 1, 1991)*

Beginning at the northeast corner of Lot 17, Block 1 of the Masters Subdivision as shown on the official plat thereof on file in the office of the Ada County Recorder, which corner lies 21.89 feet southerly of the northerly boundary of said Masters Subdivision and which corner is the TRUE POINT OF BEGINNING;

Thence S 84° 03' 43" E, 14.00 feet; Thence S 05° 56' 17" W, 110.00 feet;  
Thence N 84° 03' 43" W, 140.00 feet; Thence N 05° 56' 17" E, 100.00 feet;  
Thence S 84° 03' 43" E, 10.00 feet; Thence S 05° 56' 17" W, 8.00 feet;  
Thence S 84° 03' 43" E, 32.00 feet; Thence N 05° 56' 17" E, 8.00 feet;  
Thence S 84° 03' 43" E, 36.00 feet; Thence S 05° 56' 17" W, 8.00 feet;  
Thence S 84° 03' 43" E, 32.00 feet; Thence N 05° 56' 17" E, 8.00 feet;  
Thence S 84° 03' 43" E, 16.00 feet to the TRUE POINT OF BEGINNING.

Lots 9, 10, 11, 12, 13, 14, 15, 16.

Commencing at the S.E. Corner of Lots 17 to 24:

Thence S 89° 03' 43" E, 37.00 feet to the TRUE POINT OF BEGINNING;  
Thence N 0° 56' 17" E, 110.00 feet; Thence S 89° 03' 43" E, 16.00 feet;  
Thence S 0° 56' 17" W, 8.00 feet; Thence S 89° 03' 43" E, 32.00 feet;  
Thence N 0° 56' 17" E, 8.00 feet; Thence S 89° 03' 43" E, 36.00 feet;  
Thence S 0° 56' 17" W, 8.00 feet; Thence S 89° 03' 43" E, 32.00 feet;  
Thence N 0° 56' 17" E, 8.00 feet; Thence S 89° 03' 43" E, 16.00 feet;  
Thence S 0° 56' 17" W, 110.00 feet to the S.E. corner of these lots;  
Thence N 89° 03' 43" W, 132.00 feet to the TRUE POINT OF BEGINNING.

Lots 1, 2, 3, 4, 5, 6, 7, 8.

Commencing at the S.E. corner of Lots 9 to 16;

Thence S 89° 03' 43" E, 37.00 feet to the TRUE POINT OF BEGINNING;  
Thence N 4° 03' 43" E, 110.00 feet; Thence N 85° 56' 17" E, 16.00 feet;  
Thence S 4° 03' 43" E, 8.00 feet; Thence N 85° 56' 17" E, 32.00 feet;  
Thence N 4° 03' 43" W, 8.00 feet; Thence N 85° 56' 17" E, 36.00 feet;  
Thence S 4° 03' 43" E, 8.00 feet; Thence N 85° 56' 17" E, 32.00 feet;  
Thence N 4° 03' 43" W, 8.00 feet; Thence N 85° 56' 17" E, 16.00 feet;  
Thence S 4° 03' 43" E, 110.00 feet; Thence S 85° 56' 17" W, 132 feet to the TRUE POINT OF BEGINNING.

Lots 29, 30, 31, 32

*Deleted and replatted in the Springfield Place Townhomes.*

Lots 33, 34, 35, 36, 37, 38, 39, 40*Amended by Lot Line Adjustments (February 1, 1991)*

Beginning at the southeast corner of Lot 40, Block 1 of the Masters Subdivision as shown on the official plat thereof on file in the office of the Ada County Recorder, which corner lies 23.56 feet northerly of the southerly boundary of said Masters Subdivision;

Thence N 04° 03' 43" W, 10.00 feet to TRUE POINT OF BEGINNING;

Thence S 85° 56' 17" W, 32.00 feet; Thence S 4° 03' 43" E, 8.00 feet;

Thence S 85° 56' 17" W, 32.00 feet; Thence S 4° 03' 43" E, 8.00 feet;

Thence S 85° 56' 17" W, 16.00 feet; Thence N 4° 03' 43" W, 110.00 feet to the TRUE POINT OF BEGINNING.

Lots 41, 42, 43, 44, 45, 46, 47, 48

Commencing at the N.E. corner of Lots 33 to 40;

Thence S 89° 03' 43" E, 37.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing S 89° 03' 43" E, 132.00 feet to the N.E. corner of these lots:

Thence S 0° 56' 17" W, 110.00 feet; Thence N 89° 03' 43" W, 16.00 feet;

Thence N 0° 56' 17" E, 8.00 feet; Thence N 89° 03' 43" W, 32.00 feet;

Thence S 0° 56' 17" W, 8.00 feet; Thence N 89° 03' 43" W, 36.00 feet;

Thence N 0° 56' 17" E, 8.00 feet; Thence N 89° 03' 43" W, 32.00 feet;

Thence S 0° 56' 17" W, 8.00 feet; Thence N 89° 03' 43" W, 16.00 feet;

Thence N 0° 56' 17" E, 110.00 feet to the TRUE POINT OF BEGINNING.

Lots 49, 50, 51, 52, 53, 54, 55, 56.

Commencing at the N.E. corner of Lots 41 to 43;

Thence S 89° 03' 43" E, 37.00 feet to the TRUE POINT OF BEGINNING;

Thence S 84° 03' 43" E, 132.00 feet; Thence S 5° 56' 17" W, 110.00 feet;

Thence N 84° 03' 43" W, 16.00 feet; Thence N 5° 56' 17" E, 8.00 feet;

Thence N 84° 03' 43" W, 32.00 feet; Thence S 5° 56' 17" W, 8.00 feet;

Thence N 84° 03' 43" W, 36.00 feet; Thence S 5° 56' 17" W, 8.00 feet;

Thence N 84° 03' 43" W, 32.00 feet; Thence S 5° 56' 17" W, 8.00 feet;

Thence N 84° 03' 43" W, 16.00 feet; Thence N 5° 56' 17" E, 110.00 feet to the TRUE POINT OF BEGINNING.

The Common Area to be owned by the Association at the time of the conveyance of the first lot is further described as follows: Lot 57 and Lot 58, Block 1 of the Masters Subdivision, as recorded in the Ada County Recorder's Office in Book 49, Pages 4026 & 4027.

Section 5. "Lot" shall mean and refer to any undeveloped plot of land shown upon the recorded subdivision map of the Properties with the exception of the Common Area. "Unit" shall mean and refer to a lot which has been improved by construction of a dwelling thereon.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the common area by an owner for any period during which any assessment against his/her unit remains unpaid; and for a period not to exceed 90 days for an infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(e) the right of individual owners to the exclusive use of parking spaces as provided in the article.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, the owner's right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each unit shall entitle the owner(s) thereof to the use of designated automobile parking space(s) situated on each unit, which shall be located immediately in front of the existing garage door of the dwelling unit constructed on each unit, together with the right of ingress and egress in and upon said parking area.

One automobile parking space -	Units 1-15 (6812-6896 Irving), Units 18-23 (6914-6946 Irving), Units 35-39 (6933-6909 Irving), Units 41-48 (6897-6855 Irving), Units 49-56 (6845-6813 Irving), In the Masters;
Double automobile parking space -	Unit 17 (6908 Irving), Unit 40 (6903 Irving), In the Masters; Unit 1 (6954 Irving), Unit 2 (6962 Irving), Unit 5 (6998 Irving), Units 6-11 (7004-7046 Irving), Units 12-17 (7047-7007 Irving), Units 18-21 (6995-6967 Irving) Unit 23 (6955 Irving), In Springfield Place;
Triple automobile parking spaces -	Unit 3 (6974 Irving), Unit 4 (6986 Irving), Unit 22 (6959 Irving), In Springfield Place.

Twenty-one (21) additional parking spaces shall be designated as guest/visitor parking spaces. These spaces shall be made available to guests of the subdivision. Homeowners and/or tenants using these designated spaces shall have their vehicle towed away at owner's expense.

Parking (parallel or perpendicular) along Irving Lane in front of individual townhomes is prohibited. Homeowners and/or tenants violating this restriction shall have their vehicle towed away at owner's expense.

TEMPORARY (24 hours or less) parking of recreational vehicles (motorhomes, boats, snowmobiles or other similar vehicles) will be allowed as long as such units are parked directly in front of the garage door of each unit. PERMANENT parking of recreational vehicles (motorhomes, boats, snowmobile or other similar vehicles) shall be prohibited within the Masters Subdivision.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section 2. Members shall be entitled to one vote for each unit owned. When more than one person holds an interest in any one unit, the vote for such unit shall be exercised as the owners may determine, but in no event shall more than one vote be cast with respect to any unit.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each unit owned within the properties, hereby covenants, and each owner of any unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late charges, interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and late charges, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them. Annual dues are to be paid by the owners on a monthly basis, and are due and payable on or before the 20<sup>th</sup> of the month. Payments should be sent to: The Masters Homeowners Association, 7000 W. Irving Lane, Boise, ID 83704, or delivered to a designated drop box. Monthly homeowner's dues will be invoiced only if the dues become delinquent.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Regular Annual Assessment. The regular annual assessment for calendar year 1996 upon each unit shall be \$54.45 per month. From and after January 1, 1996, and each year thereafter, the Board of Directors of the Association may increase the regular annual assessment by ten percent (10%), rounded to the next whole dollar, above the prior year's assessment. From and after January 1, 1996, and each year thereafter, the regular annual assessment may be increased more than ten percent (10%) above the prior year's assessment only upon a vote of two-thirds (2/3) of the owners voting in person or by proxy at a meeting duly called for such purpose.

Section 4. Special Assessments for Capital. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of owners who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum or Any Action Authorized under Sections 3 and 4. Written notice of any meeting of owners called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall

constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within twenty (20) days after the due date shall be charged a late fee of \$10.00 and shall bear interest from the due date at the rate of 10% per annum or any other rate which may thereafter be established by the Board of Directors. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her unit.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each unit subject to assessment hereunder, as follows: paint, repair and replacement of exterior building surfaces and Common Area fencing; repair and replacement of roof shingles, rain gutters, and downspouts; maintenance of chimneys; care and maintenance of shrubs, grass, trees, and common lane. Such exterior maintenance shall not include glass surfaces, exterior doors, or situations arising out of or relating to architectural or design of construction flaws. In the event that the need for maintenance or the repair of a unit or the improvement thereon is caused through the willful or negligent act of the owner, or through the willful or negligent acts of the family, guests, or invitees of the owner of the unit needing such maintenance or repair, the costs of such exterior maintenance shall be the sole responsibility of such unit owner. The Board shall have the power to require any owner to complete exterior maintenance and repairs, including repairs and improvement relating to fencing, and fire protection, for the safety of persons and property and in order to preserve the value, condition, and appearance of the property.

#### ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration including painting therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to

approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In the event said owner fails to complete construction of such design within 180 days of approval, the Board will take corrective action to either dismantle or complete and the homeowner will be billed. If the project has not been started within this time frame, approval is deemed void and the homeowner must reapply.

## ARTICLE VII GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Unit Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Unit Owners. Any amendment must be recorded.

**Section 4. Annexation.** Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

**Section 5. Dissolution.** The homeowners association shall not be dissolved without the express consent of the City of Boise.

## ARTICLE VIII PARTY WALLS

**Section 1. General Rules of Law to Apply.** Each wall which is built as a party of the original construction of the homes upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE IX DEED CLAUSE

The fee title to any unit described as bounded by any street, lane, walkway, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any unit shown on the recorded plat of The Masters abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to The Masters Association for the common enjoyment of all the residents in The Masters.

#### ARTICLE X ANNEXATION OF SPRINGFIELD PLACE TOWNHOMES

Springfield Place Townhomes (a replatted portion of the Masters Subdivision and a portion of the NW 1/4 of Section 7, T. 3N., R.2E., Boise Meridian, Boise City, Ada County Idaho - Units 1-25, Block 1), is hereby annexed into the Masters Association. The recorded original and amended covenants and homeowner's association by-laws of the Masters Association apply to the Springfield Place Townhomes.

#### ARTICLE XI PETS

Owners shall be permitted to keep domesticated dogs, cats or other household pets which do not unreasonably bother or constitute a nuisance to others. Each dog on the premises shall be kept on a leash, curbed and otherwise controlled at all times when off the property of its owner. The owner of any animal/pet may be held responsible for cleaning up daily after their pet.

#### ARTICLE XII MISCELLANEOUS

Section 1. Signs. Signs to advertise "House for Sale or Rent", other than those approved, will be allowed only in front of the unit which is for sale or rent, or other as proposed.

Section 2. Car Repairs. Car repairs are to be done in the homeowner's garage and not in the driveway for safety sake and appearance; nor is there to be any automotive repair business operated from the units.

Section 3. Driveways and Walkways. Oil spots, chalk marks, etc. are to be cleaned off driveways and walkways. If the Board must warn the homeowner and cleaning is not done in a specified time, Board will arrange for cleaning and bill the homeowner.

Section 4. Garbage Cans. Garbage cans shall not be placed out on the curb earlier than the night prior to trash pickup and shall be removed from the curb by the evening after trash pickup.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this 22<sup>nd</sup>  
day of September, 1997.

MASTERS HOMEOWNERS ASSOCIATION

Beverly J. Williams  
Beverly J. Williams, President

ATTEST: Janet Bradford  
Secretary T.A.E.R.

State of Idaho )  
                          ) ss  
County of Ada )

On this 22<sup>nd</sup> day of September, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Beverly J. Williams known to me as President of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year first above written.

Peggy J. Jacobson  
Notary Public for Idaho  
Residence: Boise, Idaho  
Commission expires: 3-24-99

**PEGGY J. JACOBSON**  
**☆ NOTARY PUBLIC ☆**  
**STATE OF IDAHO**

My Commission Expires 3-24-99.

AMENDED BY-LAWS

OF

THE MASTERS ASSOCIATION, LTD.

ARTICLE I

NAME AND LOCATION. The name of the corporation is The Masters Association, Ltd., hereinafter referred to as the "Association". The principal offices of the corporation shall be located at ~~6835A~~ <sup>7000 Irving Lane</sup> IRVING Lane, Boise, Idaho, but meetings of members and directors may be held at such places within the State of Idaho, County of Ada, as may be designated by the Board of Directors.

*Change*

*These are the  
only by-laws I  
have been able to  
locate thru  
Stewart Title &  
U.O. Assoc.*

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Masters Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with

the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

*Change?  
redefine  
"declarant"*

Section 6. ~~"Declarant" shall mean and refer to city corporation,~~ its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Ada County Recorders.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the second Sunday of September of each year thereafter, at the hour of 7:00 o'clock p.m.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the

Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

*Change?*

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by hand delivering or mailing a copy of such notice, postage prepaid, at least <sup>7 days</sup> 15 days before such meeting to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote there at shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be

? Doug states in 10.2.92 letter Pg. 3  
to file with President or Treasurer

revocable and shall automatically cease upon conveyance by the member of his lot.

Section 6. Voting Rights. Each member shall be entitled to one vote as provided in the Declaration. Any member who is delinquent in payment of regular or special assessments shall automatically surrender his voting privileges until all past due assessments and interest are paid in full.

#### ARTICLE IV

##### BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who must be members of the Association.

*you want these same terms?*

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation/Liability. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his

actual expenses incurred in the performance of his duties. No director shall be liable for acts or conduct relating to the performance of his official duties on behalf of the corporation provided, however, that any director shall be liable for acts of fraud or intentional misconduct.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among

members only.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to;

*? omit no facilities*  
(a) adopt and publish rules and regulations governing the use of the Common Area ~~and facilities~~, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

*omit facilities*  
(b) ~~suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 90 days for infraction of other published rules and regulations;~~

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employed as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to;

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to;

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) to provide notice to all owners that regular and special assessments are payable on the first day of each month and to provide written notice to any member who is delinquent in payment of such dues by a period of sixty (60) days; and to assess a late charge and interest on any delinquency as provided herein.

(3) foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such

certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) cause the exterior of the dwelling to be maintained in accordance with Article V of Covenants, Conditions, and Restrictions.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time

to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

### Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the president by the Board.

### Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; ~~cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year;~~ and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

*if this  
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necessary  
for 2 sign.  
checks.*

## ARTICLE IX

### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws if necessary. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the secretary's residence, where copies may be purchased at reasonable cost.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association monthly and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within twenty (20) days after the due date, a late charge of \$10.00 shall be imposed and the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the

same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

#### ARTICLE XII

##### ~~CORPORATE SEAL~~

*Do you have one?*

The Association shall have a seal in circular form having within its circumference the words; the name of the Association and the State of Incorporation and the words, "Corporate Seal" if required by law.

#### ARTICLE XIII

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or Veterans Administration shall have the right to veto amendments.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control) and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XIV

##### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of October and end on the 30th day of September of every year, except that the first fiscal year shall begin on the date

year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Masters Association, have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\*Need Signature Blocks and Acknowledgments

#### CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of The Masters Association, an Idaho corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors, thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Secretary

8024090

DECLARATION OF PARTY WALL COVENANT AND EASEMENT

This declaration of covenant and easements, made and executed by City Corporation-United Service Financial Corporation, and Idaho Partnership with its principal places of business at 5223 Overland Road, Boise, Idaho, this 3RD day of MARCH, 1980.

WITNESSETH:

Whereas, the said City Corporation-United Service Financial Corporation is the owner of certain real property in the City of Boise, Ada County, Idaho, more particularly hereinafter described; and

Whereas, the said owner is constructing upon the properties hereinafter described, dwelling units with common walls and common accesses for utilities; and

Whereas, the said owner is securing financing for such dwelling units which requires a party wall declaration and easement and intends to convey the units to individual, separate owners; and

Whereas, in furtherance of the financing thereof and for the use, enjoyment and benefit of the subsequent individual, separate owners succeeding to the ownership of the several units and parcels.

Now, therefore, for a good and valuable consideration, the receipt of which is hereby acknowledged, the said owners, City Corporation-United Service Financial Corporation does hereby declare and agree as follows;

1. That City Corporation-United Service Financial Corporation is the present owner in fee of the following described parcel of real estate located in the City of Boise, Ada County, Idaho to-wit;

LEGAL DESCRIPTION

Parts of the SW 1/4, NE 1/4, NW 1/4 and the NW 1/4, SE 1/4, NW 1/4 of Section 7, T3N, R2E, B.M., Ada County, Idaho. Being more particularly described as follows:

Beginning at a Brass Cap, the NW corner of Section 7, T3N, R2E, B.M., Ada County, Idaho; thence S 88° 45' 32" E 2124.01 feet along the section line to the sixty-fourth corner; thence S 0° 19' 40" W 1333.75 feet along the sixty-fourth line to the sixty-fourth corner; thence continuing S 0°

19' 40" W 158.95 feet along the sixty-fourth line to a point; thence N 89° 03' 43" W 25.00 feet to a point on the west side of Allumbaugh Street and the real point of beginning; thence continuing N 89° 03' 43" W 655.97 feet along an existing fence line, said fence line being accepted as the property through an agreement of the adjacent land owners, to a point on the sixteenth line; thence N 0° 44' 45" E 162.97 feet to the sixteenth corner; thence continuing N 0° 44' 45" E 133.32 feet along the sixteenth line to a point; thence S 88° 43' 35" E 653.86 feet to a point on the west side of Allumbaugh Street; thence S 0° 19' 40" W 292.48 feet along the west side of Allumbaugh Street to the real point of beginning.

Said parcel containing 4.43 Acres, more or less.

Including any existing easements or rights of way.

2. That City Corporation-United Service Financial Corporation has commenced and shall complete construction upon the above parcel of land certain dwelling units which have common party walls upon the lines forming the boundary bet een said parcel of property.

3. That the owner or occupant of either or any of said parcel shall have the right to enter upon, over, under or through the parcel and premises opposite the side of such common party wall or structural wall which faces the wall of such owner or occupant, for the purposes of repairing, replacing, maintaining and renovating such wall or the utilities serving the premises.

4. The owner or occupant of any of the above described parcel shall not drive, place, or cause to be driven or placed any; nails, screws, bolts, or other objects into the party or structural wall or that wall which forms a common boundary and line with the lot and unit of any other owner. Excepting, however, that any party may use screws or nails or similar objects to attach paneling, pictures or decorative objects to such wall which do not penetrate to a depth of over 1/2 inch.

5. That the owner of any lot or units as herein above described, shall not erect or maintain, any structure which may impede or interfere with

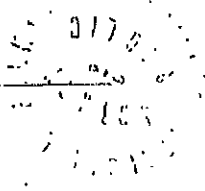
CORPORATE ACKNOWLEDGEMENT

STATE OF IDAHO )  
County of Ada )

On this 3RD day of MARCH 1980, before me, the undersigned, a Notary Public for Idaho, personally appeared Nile G. Latta, known to me to be the Managing General Partner of City Corporation-United Service Financial Corporation that executed the within instrument and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Patricia L. Falk  
Notary Public  
Residing at Boise, Idaho



STATE OF IDAHO COUNTY OF ADA ss  
I, Patricia L. Falk, Notary Public  
do hereby certify that on this 3rd day of March 1980  
at Boise, Idaho, personally appeared Nile G. Latta  
and acknowledged to me that he executed the within instrument  
as the Managing General Partner of City Corporation-United Service  
Financial Corporation.

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9029737

RECORDED AS  
Original: Mallico  
J. Mallico  
6-5-90  
J. Mallico  
6-6-90

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, made on this 2<sup>nd</sup> day of September, 1989,  
is as follows:

WHEREAS, the undersigned constitute not less than ninety  
percent (90%) of the lot owners of the Association; and

WHEREAS, the undersigned desire to amend the Declaration of  
Covenants, Conditions and Restrictions filed with respect to  
the Masters Association on May 20, 1980, under Instrument Nos.  
80240889  
7-30-80-7050-00, Records of Ada County;

NOW THEREFORE, the undersigned lot owners hereby amend the  
Declaration of Covenants, Conditions and Restrictions in the  
following particulars:

1 Article I, Section 2. is hereby amended to read as  
follows:

Section 2. "Owner".

"Owner" shall mean and refer to the record owner,  
whether one or more persons or entities, of a fee  
simple title to any Lot or Unit which is a part of the  
Properties, including contract sellers, but excluding  
those having such interest merely as security for the  
performance of an obligation.

2 Article I, Section 5. is hereby amended to read as  
follows:

Section 5. "Lot".

"Lot" shall mean and refer to any undeveloped plot of  
land shown upon the recorded subdivision map of the  
properties with the exception of the Common Area.  
"Unit" shall mean and refer to a lot which has been

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improved by construction of a dwelling thereon.

3. Article II, Section 1(b). is hereby amended to read as follows:

Section 1(b). Voting Rights.

The right of the Association to suspend the voting rights and right to use of the common area and recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 90 days for an infraction of its published rules and regulations.

4. Article II, Section 3. is hereby amended to read as follows:

Section 3. Parking Rights.

Ownership of each lot shall entitle the owner or owners thereof to the use of not more than one automobile parking space, which shall be located immediately in front of the existing garage door of the dwelling unit constructed on each lot, together with the right of ingress and egress in and upon said parking area. Temporary (24 hours or less) parking of recreational vehicles, boats, campers, or other vehicles, will be allowed so long as such units are parked directly in front of the garage door of each unit or some other location designated by the Association. Permanent parking of recreational vehicles, boats, campers, and similar vehicles shall be prohibited within the Masters Subdivision.

5. Article III, Section 2. is hereby amended to read as follows:

Section 2. Voting Membership.

Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any one lot, the vote for such lot shall be exercised as the owners may determine, but in no event shall more than one vote be cast with respect to any lot.

6. Article IV, Covenant for Maintenance Assessments is hereby amended in its entirety to read as follows:

RSaci  
By: AS Current owner  
City Corporation, Managing

Section 1. Creation of the Lien and Personal  
Obligation of Assessments.

The Declarant, for each lot owned within the properties, heraby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late charges, interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and late charges reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Annual dues will be billed to the owners on a monthly basis, and are due and payable within 20 days of receipt by the owners.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area and of the homes situated upon the properties.

Section 1. Regular Annual Assessment. The regular annual assessment for calendar year 1990 upon each lot and unit is as follows:

16 foot wide unit	\$540.00
18 foot wide unit	\$600.00
20 foot wide unit	\$660.00
undeveloped lot	\$ 48.00

From and after January 1, 1990, and each year thereafter, the Board of Directors of the Association may increase the regular annual assessment by an amount not to exceed ten percent (10%) of the prior year's assessment. From and after January 1, 1990, and each year thereafter, the regular annual assessment may be increased more than ten percent (10%) above the prior year's assessment only upon a vote of two-thirds

(2/3) of the owners voting in person or by proxy at a meeting duly called for such purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of owners who are voting in person or by proxy at a meeting duly called for such purpose. Any such special assessment shall be levied in the same proportion as the regular annual assessments depending upon unit size.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting of owners called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

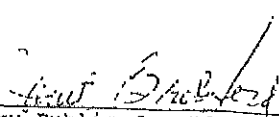
Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within twenty (20) days after the due date shall be charged a late fee of \$10.00 and shall bear interest from the due date at the rate of 12 percent per annum or any other rate which may thereafter be established by the Board of Directors. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Survival of Lien. The lien of the assessments provided for herein shall survive sale, transfer, or exchange of property subject to the lien. The lien of the assessments provided for herein shall be superior to and prior to the lien of any mortgage, or deed of trust which may be recorded after the recording of the lien for unpaid assessments.

Article V, Exterior Maintenance is hereby amended in its entirety to read as follows:

In addition to maintenance of the common area, the Association shall provide exterior maintenance upon each lot subject to assessment hereunder, as follows: paint, repair and replacement of exterior building surfaces and common area fencing; repair and replacement of roof shingles, rain gutters, and downspouts; maintenance of chimneys; care and maintenance of shrubs, grass, trees, and common lane. Such exterior maintenance shall not include glass surfaces, exterior doors, or situations arising out of or relating to architectural or design or construction flaws. In the event that the need for maintenance or the repair of a lot or the improvement thereon is caused through the willful or negligent act of the owner, or through the willful or negligent acts of the family, guests, invitees of the owner of the lot needing such maintenance or repair, the costs of such exterior maintenance shall be the sole responsibility of such lot owner. The Board shall have the power to require any owner to complete exterior maintenance and repairs, including repairs and improvement relating to fencing, and fire

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Notary Public for Idaho  
Residing at Boise, Idaho  
Comm. Expires:

properties with the exception of the common areas.  
"Unit" shall mean and refer to a lot which has been

Pg. 4

protection, for the safety of persons and property and in order to preserve the value, condition, and appearance of the property.

8. Article VI. Architectural Control shall be amended in its entirety to read as follows:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration including painting therein be made until the plans and specifications showing the nature, kind, shape, height materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

9. Article VIII. Section 5 shall be deleted in its entirety and a new Section 5 adopted to read as follows:

Section 5. Pets. Owners shall be permitted to keep domesticated dogs, cats or other household pets which do not unreasonably bother or constitute a nuisance to others. Each dog on the premises shall be kept on a leash, curbed and otherwise controlled at all times when off the property of its owner. The owner of any animal/pet may be held responsible for any damage caused by said animal/pet to common areas or the property of others. All pet owners are responsible for cleaning up daily after their pet.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this 25<sup>th</sup> day of May, 1990.

Declarant, City Corporation-  
United Service Financial  
Corporation

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Marilyn L. Snyder